

## Covered Bond Swap Confirmation

September 8, 2023

To: Scotiabank Covered Bond Guarantor Limited Partnership  
c/o The Bank of Nova Scotia  
40 Temperance Street  
Toronto, Ontario  
M5H 0B4

Attn: Managing Director, Term Funding and Capital Management

Fax: 416-945-4001

From: The Bank of Nova Scotia

Re: **Covered Bond Transaction (re: CAD900,000,000 Floating Rate Covered Bonds due September 8, 2026 (“Series CBL61”)) under CAD\$100,000,000,000 Global Registered Covered Bond Program guaranteed as to payments of interest and principal by Scotiabank Covered Bond Guarantor Limited Partnership**

Dear Sir or Madam,

The purpose of this letter is to confirm the terms and conditions of the transaction entered into between The Bank of Nova Scotia (“**Party A**”) and Scotiabank Covered Bond Guarantor Limited Partnership (“**Party B**”) on the Trade Date specified below (the “**Transaction**”). This facsimile constitutes a “**Confirmation**” as referred to in the Agreement as specified below.

This Confirmation evidences a complete binding agreement between you and us as to the terms of the Transaction to which this Confirmation relates. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of July 19, 2013 (identified on page 1 thereof as the “**Covered Bonds 2002 Master Agreement**”), as amended, restated and/or supplemented from time to time, between you and us (the “**Agreement**”). All provisions contained in the Agreement shall govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of the Agreement and this Confirmation, this Confirmation will prevail for the purpose of this Transaction. The definitions and provisions contained in the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc.) (the “**Definitions**”) are incorporated into this Confirmation. In the event of any inconsistency between any of the following, the first listed shall govern (i) this Confirmation; (ii) the Pricing Supplement of the Issuer dated August 29, 2023 (the “**Pricing Supplement**”), (iii) the Sixth Amended and Restated Master Definitions and Construction Agreement dated as of October 6, 2022, between Computershare Trust Company of Canada, a trust company incorporated under the laws of Canada, as Bond Trustee, Citibank, N.A. London Branch, as principal paying agent, a transfer agent and the exchange agent, Citibank Europe Plc, as a paying agent and a registrar, KPMG LLP, Party A, Party B, Scotiabank Covered Bond GP, Inc., 8429057 Canada Inc., and each other Person named therein and who may from time to time become a party thereto, as amended, restated and/or supplemented from time to time (the

“**Master Definitions and Construction Agreement**”); and (iv) the Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Master Definitions and Construction Agreement. For the purposes of the Definitions, references herein to a “Transaction” shall be deemed to be references to a “Swap Transaction”.

The terms of the particular Transaction to which this Confirmation relates are as follows:

- Trade Date: August 29, 2023
- Effective Date: The earliest to occur of (i) an Issuer Event of Default, (ii) a Guarantor Event of Default, and (iii) the Ratings Trigger Date.
- Ratings Trigger Date: The date on which one or more Rating Agencies downgrades or withdraws the long-term, unsecured, unsubordinated and unguaranteed debt obligations (or, in the case of Fitch, the long-term issuer default rating) of Party A, or any Credit Support Provider from time to time in respect of Party A, below the Required Ratings.
- Required Ratings: The threshold ratings BBB (high) (in respect of DBRS), BBB+ (in respect of Fitch) and Baa1 (in respect of Moody’s).
- Termination Date: The earlier of:
- (a) the Final Maturity Date (or, if earlier, the date of redemption in whole, but not in part, of) for Series CBL61 or, if Party B notifies Party A prior to such Final Maturity Date of its inability to pay in full Guaranteed Amounts corresponding to the Final Redemption Amount for Series CBL61, the final date on which an amount representing the Final Redemption Amount for Series CBL61 is paid (the “**Scheduled Termination Date**”); and
  - (b) the date designated therefor by the Bond Trustee and notified to Party A and Party B for purposes of realizing the Security in accordance with the Security Agreement and distributing the proceeds therefrom in accordance with the Post-Enforcement Priority of Payments following the enforcement of the Security pursuant to Condition 9.3, as modified by the Pricing

Supplement for Series CBL61.

Business Day: Toronto

Calculation Period: In respect of Party B Floating Amounts, each Guarantor Calculation Period and in respect of Party A Floating Amounts, each Swap Provider Calculation Period

**Party B**

**Floating Amounts**

Floating Rate Payer: Party B.

Party B Payment Date: Each Guarantor Payment Date, commencing on the first Guarantor Payment Date which occurs after the Effective Date

Party B Payment Amount: On each Party B Payment Date, Party B will pay to Party A the greater of (i) 0.00%, and (ii) the product of:

- (a) the Party B Notional Amount for the Calculation Period ending on such Party B Payment Date;
- (b) Party B Day Count Fraction; and
- (c) the Party B Floating Rate.

Party B Notional Amount: For each Calculation Period, the product of the Party A Notional Amount on the first day of such Calculation Period.

Party B Day Count Fraction: Actual/365 (Fixed)

Party B Business Day Convention: Modified Following

Party B Floating Rate: Party B Floating Rate Option *plus* Party B Spread.

Party B Floating Rate Option: CAD-BA-CDOR.

Designated Maturity: 1 month.

Party B Reset Dates: The first day of each Calculation Period

Party B Spread: ████████████████████

**Party A**

## **Floating Amounts**

Party A Floating Rate:

For each Swap Provider Calculation Period, the rate per annum equal to the Party A Floating Rate Option determined for the Observation Period in respect of such Swap Provider Calculation Period *plus* Party A Spread, subject to a maximum rate of 60.000%, or any other rate as may be prescribed from time to time pursuant to applicable Canadian federal usury laws.

Party A Floating Rate Option:

Daily Compounded CORRA, as defined in Condition 4.2(b)(ii), as amended by the Pricing Supplement, provided that the terms, "Interest Period", "Interest Payment Date" and "Extended Due for Payment Date" as used in that definition means "Swap Provider Calculation Period", "Swap Provider Payment Date" and "Scheduled Termination Date", respectively.

For the avoidance of doubt, upon the temporary or permanent suspension, cessation or unavailability of CORRA, the provisions of the Pricing Supplement for Series CBL61 shall apply to the determination of the Party A Floating Rate Option and any provisions in the Definitions relating to such matters shall not apply.

Party A Notional Amount:

In respect of each Swap Provider Calculation Period, CAD900,000,000 *minus* the aggregate of each portion of the Final Redemption Amount for Series CBL61 that Party B paid on or prior to the first day of such Swap Provider Calculation Period.

Swap Provider Calculation Period:

Each period from and including a Swap Provider Payment Date to, but excluding, the next following applicable Swap Provider Payment Date, except that (a) the initial Swap Provider Calculation Period will commence on, and include, the Effective Date and (b) the final Swap Provider Calculation Period will end on, but exclude, the Scheduled Termination Date.

Swap Provider Payment Dates:

On or prior to the Final Maturity Date, the 8<sup>th</sup> day of each of March, June, September and December of each year commencing the first such date after the Effective Date up to and including the Final Maturity Date for Series CBL61, and thereafter,

the 8<sup>th</sup> of each month up to and including the Scheduled Termination Date (which, for greater certainty may be a date other than the 8<sup>th</sup> of the month), subject to adjustment in accordance with the Party A Business Day convention specified below.

Party A Payment Amount:

On each Swap Provider Payment Date, Party A will pay to Party B the greater of (i) 0.00%, and (ii) the product of:

(a) the Party A Notional Amount for the Swap Provider Calculation Period ending on, but excluding, such Swap Provider Payment Date;

(b) the Party A Floating Rate Day Count Fraction for the Swap Provider Calculation Period ending on such Swap Provider Payment Date; and

(c) the Party A Floating Rate.

Party A Spread:

0.60% per annum.

Party A Floating Rate Day Count Fraction:

Actual/365

Observation Period:

As defined in Condition 4.2(b)(ii), as amended by the Pricing Supplement.

Party A Business Day Convention:

On or prior to the Final Maturity Date, Modified Following, and after the Final Maturity Date, Following.

Party A Business Days:

Bank of Canada Business Day, as defined in Condition 4.2(b)(ii), as amended by the Pricing Supplement.

**Other Provisions:**

Calculation Agent:

Party A.

**Account Details**

Account for payments to Party A in CAD: To be advised.

Account for payments to Party B in USD: To be advised.

**Contact Details for notices**

**Party A**

The Bank of Nova Scotia  
40 Temperance Street  
Toronto, Ontario  
M5H 0B4

Attention: Managing Director, Term Funding  
and Capital Management

Facsimile No.: 416-945-4001

**Party B**

Scotiabank Covered Bond Guarantor Limited  
Partnership  
c/o The Bank of Nova Scotia  
40 Temperance Street  
Toronto, Ontario  
M5H 0B4

Attention: Managing Director, Term Funding  
and Capital Management

Facsimile No.: 416-945-4001

## Confirmation

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us. We are delighted to have executed this Transaction with you and look forward to working with you again.

Time of trading is available upon request.

Yours sincerely,

### THE BANK OF NOVA SCOTIA

By:           “Darren Potter”            
Name: Darren Potter  
Title: Managing Director, Term Funding  
and Capital Management

Confirmed as of the date first written above:

**SCOTIABANK COVERED BOND  
GUARANTOR LIMITED PARTNERSHIP,  
by its managing general partner,  
SCOTIABANK COVERED BOND GP, INC.**

By:           “Darren Potter”            
Name: Darren Potter  
Title: Vice-President